

FEB 06 2008

PTO/SB/80 (01-06)

Approved for use through 12/31/2008; OMB# 0851-0035  
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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# POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

I hereby appoint:



Practitioners associated with the Customer Number:

69693

OR



Practitioner(s) named below (If more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number	Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:



The address associated with Customer Number:

69693

OR

<input type="checkbox"/> Firm or Individual Name			
Address			
City	State	Zip	
Country			
Telephone	Email		

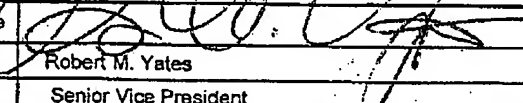
Assignee Name and Address:

Level 3 Communications, LLC  
1025 Eldorado Boulevard  
Broomfield, Colorado 80021

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/98 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

SIGNATURE of Assignee of Record

The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Signature		Date	July 19, 2007
Name	Robert M. Yates	Telephone	(703) 888-2283
Title	Senior Vice President		

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1460, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1460, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

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519-038-USP  
PTO/SB/96 (09-06)

Approved for use through 03/31/2007. OMB 0651-0031  
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Harry Mussman, Kwang-Shan Pan, James Flynn and Harry Mussman

Application No./Patent No.: 10/629,518

Filed/Issue Date: 29 July 2003

Entitled: SYSTEM AND METHOD FOR GENERATING REPORTS IN A NETWORK

Level 3 Communications, LLC

a limited liability company of Delaware

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or  
2. ☐ an assignee of less than the entire right, title, and interest

The extent (by percentage) of its ownership interest is \_\_\_\_\_

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor \_\_\_\_\_ to \_\_\_\_\_ of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_.

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1 From: Harry Mussman

To: Level 3 Communications, LLC

The document was recorded in the United States Patent and Trademark Office 9 January 2008 at Reel 020342, Frame 0511.

2. From Derek Mitsumori

To: Level 3 Communications, LLC

The document was recorded in the United States Patent and Trademark Office on \_\_\_\_\_ at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached, dated 21 January 2008.

3. From Kwang-Shan Pan

To: Level 3 Communications, Inc.

The document was recorded in the United States Patent and Trademark Office on \_\_\_\_\_ at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached, dated 28 January 2003.

4. From James Flynn

To: Level 3 Communications, Inc.

The document was recorded in the United States Patent and Trademark Office on \_\_\_\_\_ at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached, dated 30 January 2003.

☒ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

(NOTE: A separate copy (i.e., a true copy of the original document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08) (Agreements are being recorded concurrently with this Statement).

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

/Damon A. Rieth/

Signature

Damon A. Rieth

Printed or Typed Name

Attorney for Assignee

Title

06 February 2008

Date

720-377-0770

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

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Continued: **STATEMENT UNDER 37 CFR 3.73(b)**

**Attorney Docket No 519-038-USP  
Application Patent No. 10/629,518**

5. From: Level 3 Communications, Inc.

To: Level 3 Communications, LLC

The document was recorded in the United States Patent and Trademark Office on 12 March 2007  
at Reel 018989, Frame 0678.

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**PATENT APPLICATION ASSIGNMENT**

This Assignment is made and entered into by and between Derek Mitsumori residing at 9 Fuller Road, Lexington, MA 02420 ("Assignor"), and Level 3 Communications, LLC, a limited liability company organized and existing under the laws of the state of Delaware, also having its principal place of business at 1025 Eldorado Blvd, Broomfield, CO 80021 ("Assignee").

WHEREAS, Assignor is an inventor of a certain new and useful invention entitled **"SYSTEM AND METHOD FOR GENERATING REPORTS IN A NETWORK,"** for which an application for Letters Patent of the United States has been prepared and filed on 29 July 2003, receiving Application No. 10/629,518 and which invention further includes foreign counterparts thereof, any inventions described therein, all continuing applications, reissues, divisions, continuations, continuations in part, extensions, renewals and reexaminations thereof and any other form of industrial property protection relating to the foregoing in the United States and throughout the world (collectively, "the Patents");

WHEREAS, pursuant to a certain employment agreement and/or arrangement between Assignor and Genuity Inc. ("Genuity") and/or one of its affiliates, Assignor agreed to assign all of its right, title and interest to Genuity for any intellectual property created while employed at Genuity, which intellectual property included, without limitation, the Patents (hereinafter, "the First Conveyance");

WHEREAS, Assignee is the successor in interest to all of the rights and interests to and in the Patents pursuant to a certain Asset Purchase Agreement dated as of November 27, 2002 between Genuity, Assignee and Level 3 Communications, Inc., a Delaware corporation ("Level 3 Parent"), and/or one or more subsequent agreement(s) between Assignee and Level 3 Parent ("the Second Conveyance");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

Assignor hereby sells, assigns, conveys, transfers and sets over unto Assignee its successors and assigns (to the extent not already sold, assigned, conveyed or transferred to Assignee in connection with the First Conveyance and the Second Conveyance), all of Assignor's right, title and interest in the Patents and the right to sue for and obtain past, present, and future damages (including, without limitation, lost profits, reasonable royalties and any available statutory remedies) and unjust enrichment and/or restitution, for past, present and future claims, suits and actions, known and unknown, against third parties arising in connection with infringement of any of the Patents prior to the date hereof (collectively, "the Patent Rights"), the Patent Rights to be held and enjoyed by Assignee for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives, fully and entirely.

Assignor hereby covenants and agrees with Assignee, its successors and assigns, that Assignor will not execute any writing or do any act whatsoever conflicting with this

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Assignment, and that Assignor or its successors and assigns will, at any time upon request, without further or additional consideration, execute such additional writings and do such additional acts as Assignee, its successors and assigns, may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, reissued or extended Letters Patent of the United States, or of any and all foreign countries on the Patents, and will give testimony in any proceedings or transactions involving the Patents.

Date: 1/14/2008  
Derek Mitsumori

**EMPLOYEE CONFIDENTIALITY  
AND INTELLECTUAL PROPERTY AGREEMENT**

This Employee Confidentiality and Intellectual Property Agreement ("Agreement") is entered into by KWANG-SHAN PAN ("Employee") in consideration of employment, or continued employment with Level 3 Communications, Inc., including its current and future subsidiaries (the "Company").

I desire to become an employee of the Company or to continue employment with the Company and recognize that the Company has a vital interest in : **REDACTED** protecting its Intellectual Property, which fosters the Company's competitive advantage and enhances the value of the Company to its shareholders and provides job security to me. The Company employs or will employ me on an "at will" basis, terminable by either party at any time with or without cause or notice, and will pay me a salary and provide benefits and other compensation as otherwise agreed by the Company and me.

Employee agrees as follows:

**REDACTED**

2. **Intellectual Property.** The Company is engaged in a continuous program of research, development and marketing in connection with its business and, as an essential part of employment with the Company, I may participate in and support this activity. I agree to promptly disclose exclusively to the Company all discoveries, concepts, ideas, inventions, improvements, original works of authorship, processes, machines, combinations, computer programs, databases, trademarks, and trade secrets, whether or not protectable under the patent, copyright, and/or trade secret laws, and all related know-how that are made, developed, conceived (even if reduced to practice after termination of my

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employment), first reduced to practice or created by me, either alone or jointly with others, during my course of employment, for whatever reason, (collectively referred to herein as "Intellectual Property"). I agree that all Intellectual Property, as defined above, that: (a) is developed using equipment, supplies, facilities, Confidential Information, or personnel of the Company; (b) results from or are suggested by work I may perform for the Company; or (c) relates to the present or prospective business, work, investigations, research, or development of the Company, will be the sole and exclusive property of and are hereby assigned to the Company.

I agree to perform all acts that the Company may reasonably request, at the expense of the Company, to assist the Company in obtaining and enforcing the full benefits, enjoyment, rights, and title, in the United States and throughout the world, in the Company's Intellectual Property. Such acts shall include, without limitation, execution of documents, assistance in the prosecution and/or enforcement of patents, copyrights, trademarks, and trade secrets, or in any other legal proceedings. My obligations under this paragraph shall continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance.

In the event that the Company is unable to secure my signature to any lawful document required to apply for or enforce any of the Company's Intellectual Property, due to my mental or physical incapacity or unavailability, I hereby irrevocably appoint the Company and its duly authorized officers and agents as my agents and attorneys-in-fact to apply for or enforce the Company's Intellectual Property with the same legal force and effect as if executed by me.

**REDACTED**

I represent that except for the specific Intellectual Property disclosed in Exhibit "B" attached hereto, there is no Intellectual Property that I wish to exclude from the operation of this Agreement.

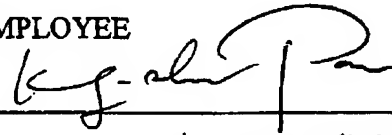
**REDACTED**

4. **Successors.** This Agreement shall inure to the benefit of the Company and its successors and assigns, and shall be binding upon my heirs, executors, administrators, or other legal representatives or assigns.

**REDACTED**

I acknowledge that I have carefully read this Agreement, understand its terms, and that I have entered into this Agreement voluntarily and not in reliance upon any promise or representations by the Company other than those contained herein.

EMPLOYEE

  
\_\_\_\_\_  
Printed Name: KWANG-SHAN PAN  
Date: Jan 28, 2003



**EXHIBIT "A"**

**Confidential Information, as used herein, shall further include in whatever form, intangible or tangible, and without limitation, the following:**

**REDACTED**

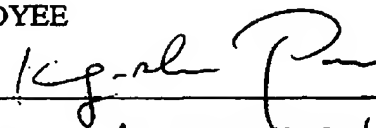
EXHIBIT "B"

EMPLOYEE'S DISCLOSURE

With the exception of the Intellectual Property set forth below, I represent there is no Intellectual Property that I wish to exclude from the operation of this Agreement:



EMPLOYEE

  
\_\_\_\_\_  
Printed Name: KWANG-SHAN PAN  
Date: Jan 28, 2003